

REPORT / RECOMMENDATION



To: MAYOR AND COUNCIL

Agenda Item #: IV. K.

From: Chad A. Millner, PE, Director of Engineering

Action ☒

Discussion ☐

Date: February 17, 2015

Information ☐

Subject: Resolution No. 2015-23 Cooperative Agreement with City of Bloomington for Minnesota Drive Street Maintenance Project, Improvement No. BA-43I

Action Requested:

Approve Resolution No. 2015-23 authorizing Mayor and City Manager to sign attached cooperative agreement with the City of Bloomington for Minnesota Drive Street Maintenance Project from Johnson Avenue to Edinborough Way.

Information / Background:

The City of Bloomington approached us last fall to discuss the opportunity to partner on a maintenance project along Minnesota Drive. Minnesota Drive from Johnson Avenue to approximately 0.17 miles east of France Avenue is a shared municipal state aid route between the two cities. The remaining length of Minnesota Drive to Edinborough Way is entirely the responsibility of Edina. The timing of this could not be more perfect as our maintenance staff was considering completing some pavement maintenance work in 2015.

The cooperative agreement details the responsibilities of each party in regards to the project. Edina's portion will be funded by a combination of state aid, utility and potentially PACS funds.

The City of Bloomington's City Council approved this agreement at their Feb. 2nd City Council meeting.

Staff recommends approval of this resolution and the cooperative agreement.

Attachments:

Resolution No. 2015-23

Cooperative Agreement

City of Bloomington's Resolution 2015-14



**RESOLUTION NO. 2015-23
APPROVING CITY OF EDINA
AND
CITY OF BLOOMINGTON
COOPERATIVE AGREEMENT FOR THE
MINNESOTA DRIVE STREET MAINTENANCE PROJECT
FROM JOHNSON AVENUE TO EDINBOROUGH WAY**

WHEREAS, the City of Bloomington has initiated roadway improvements for Minnesota Drive; and

WHEREAS, a portion of the project is within the City limits of both the City of Edina and the City of Bloomington;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Edina, Minnesota, that the City of Edina hereby approves the Cooperative Agreement between the City of Edina and the City of Bloomington for the Minnesota Drive Street Maintenance Project, BA-431:

ADOPTED this 17th day of February, 2015

Attest: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of February 17, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 20____.

City Clerk

ENGINEERING DEPARTMENT

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**COOPERATIVE AGREEMENT
BETWEEN THE CITY OF EDINA AND THE
CITY OF BLOOMINGTON FOR THE
MINNESOTA DRIVE STREET MAINTENANCE
PROJECT**

THIS AGREEMENT is entered into between the **CITY OF EDINA**, a Minnesota municipal corporation (hereinafter referred to as "Edina") and the **CITY OF BLOOMINGTON**, a Minnesota municipal corporation (hereinafter referred to as "Bloomington"), with the parties collectively hereinafter referred to as the "Cities".

WHEREAS, the Cities desire to implement the design and construction of the Minnesota Drive Street Maintenance Project, which is part of the City of Bloomington 2015-102 PMP Street Maintenance Project, in the cities (the "Project"); and

WHEREAS, Minn. Stat. § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power; and

WHEREAS, Bloomington has prepared a cost estimate for the Minnesota Drive Street Maintenance Project, labeled Exhibit A.

NOW, THEREFORE, in consideration of their mutual covenants the parties agree as follows:

1. **PLANS AND SPECIFICATIONS.** Bloomington will prepare plans and specifications for the Project consistent with Municipal State Aid and Cities design standards. Bloomington must obtain Edina's concurrence with the plans and specifications.

2. **BIDDING.** Bloomington will advertise for bids for the construction of the Project in accordance with Minnesota Law and will provide Edina with an analysis of the bids received. Bloomington must obtain Edina's concurrence with the award of the bid to a contractor.

3. **CONTRACT AWARD.** Bloomington shall prepare contract documents and enter into a contract with the approved bidder.

4. **COST ALLOCATION.** Relevant construction costs shall be paid per the following, adjusted per final construction costs. The estimated cost of the agreement is

\$620,000. Bloomington and Edina shall conduct a 50/50 split of the costs for all roadway, driveway, and sidewalk construction costs along Minnesota Drive from Johnson Avenue to France Avenue and from France Avenue to approximately 0.17 miles east, not associated with utility and signal improvement costs. Edina shall be responsible for all roadway, driveway and sidewalk construction costs for the remainder of Minnesota Drive from approximately 0.17 miles east of France Avenue to Edinborough Way. Items include aggregate base materials, bituminous pavement, bituminous milling, concrete pavement, concrete curb and gutter, concrete aprons, concrete sidewalks, and boulevard restoration. Project costs include: engineering, inspection, testing and construction costs. Utility and signal improvement costs will be paid by the agency in which corporate limits the utility or signal lies.

5. **OWNERSHIP.** Each party shall own the portion of the Project located within its corporate boundaries.

6. **PAYMENT.** Bloomington will act as the paying agent for all payments to the Contractor. Payments will be made as the Project work progresses and when certified by Bloomington City Engineer. Bloomington, in turn, will bill Edina for the project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

7. **CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS.** Any change orders or supplemental agreements that affect the project cost payable by Edina and changes to the plans must be approved by Edina prior to execution of work.

8. **RULES AND REGULATIONS.** Bloomington shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

9. **INDEMNIFICATION.** Bloomington agrees to defend, indemnify, and hold harmless Edina against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of Bloomington and/or those of Bloomington employees or agents. Edina agrees to defend, indemnify, and hold harmless Bloomington against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which Edina is responsible, including future operation and maintenance of facilities owned by Edina and caused by or resulting from negligent acts or omissions of Edina

and/or those of Edina's employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

10. WAIVER. Any and all persons engaged in the work to be performed by Bloomington shall not be considered employees of Edina for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said Bloomington employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of Edina. The opposite situation shall also apply: Any and all persons engaged in the work to be performed by Edina shall not be considered employees of Bloomington for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said Edina employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of Bloomington.

11. AUDITS. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of Edina and Bloomington relevant to the Agreement are subject to examination by Edina, Bloomington, and either the Legislative Auditor or the State Auditor as appropriate. Edina and Bloomington agree to maintain these records for a period of seven years from the date of performance of all services covered under this agreement.

12. INTEGRATION. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations, or agreements between Edina and Bloomington regarding the Project; whether written or oral.

13. FUTURE MAINTENANCE. The parties responsibilities for ongoing future maintenance of the Project area are as follows:

- Roadway maintenance shall be completed by the respective City.
- Storm sewer shall be maintained by the respective City.
- Sanitary sewer system shall be maintained by the respective City.
- Watermain systems shall be maintained by the respective City.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF BLOOMINGTON

BY: _____

Its Mayor

AND _____

Its City Manager

AND _____

Its City Attorney

CITY OF EDINA

BY: _____

Its Mayor

AND _____

Its City Manager

AND _____

Its City Attorney

Exhibit A

Mn Drive Street Maintenance Project Cost Estimate

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
Remove Curb & Gutter	LinFt	1748	\$ 6.10	\$ 10,662.80
Remove Concrete Walk	SqYd	493	\$ 12.30	\$ 6,063.90
Remove Bituminous Pavement	SqYd	236	\$ 6.50	\$ 1,534.00
Sawing Concrete Pavement	LinFt	636	\$ 3.70	\$ 2,353.20
Sawing Bit Pavement	LinFt	497	\$ 2.70	\$ 1,341.90
Common Excavation	CuYd	79	\$ 24.00	\$ 1,896.00
Granular Borrow	CuYd	79	\$ 20.00	\$ 1,580.00
Select Topsoil Borrow	CuYd	155	\$ 42.00	\$ 6,526.80
Aggregate Base Class 5	Ton	38	\$ 21.00	\$ 798.00
Aggregate Base (CV) Class 5 Special	CuYd	3963	\$ 3.20	\$ 12,681.60
Aggregate Base Class 5 (100% Crush)	Ton	34	\$ 29.00	\$ 986.00
Full Depth Reclamation	SqYd	17833	\$ 1.00	\$ 17,833.00
Mill Bituminous Surface	SqYd	17833	\$ 1.80	\$ 32,099.40
Bituminous SPNW	Ton	32	\$ 70.00	\$ 2,240.00
Bituminous SPWE	Ton	4016	\$ 62.00	\$ 248,992.00
Bituminous SPWE Dwy	Ton	32	\$ 165.00	\$ 5,280.00
Tack	Gallon	1566	\$ 3.30	\$ 5,167.80
Adjust MH, GV, Curb Stop	Each	16	\$ 320.00	\$ 5,120.00
Revise Irrigation	Each	6	\$ 250.00	\$ 1,500.00
Concrete Curb & Gutter Design B618	Lin Ft	1748	\$ 16.10	\$ 28,142.80
4" Concrete Walk	SqFt	6500	\$ 4.60	\$ 29,900.00
8" Concrete Walk	SqFt	710	\$ 6.30	\$ 4,473.00
Standard CB	Each	1	\$ 3,200.00	\$ 3,200.00
Reconstruct CB	Each	4	\$ 1,500.00	\$ 6,000.00
RCP Storm Pipe	Lin Ft	10	\$ 45.00	\$ 450.00
Internal MH Chim Seal	Each	6	\$ 285.00	\$ 1,710.00
Truncated Domes	SqFt	216	\$ 44.00	\$ 9,504.00
Traffic Control	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
Revise Signal System	System	1	\$ 20,000.00	\$ 20,000.00
Inlet Protection	Each	20	\$ 190.00	\$ 3,800.00
Sod / Seeding	SqYd	1400	\$ 8.50	\$ 11,900.00
Striping/Signing	Lump Sum	1	\$ 7,000.00	\$ 7,000.00
Subtotal:				\$ 500,736.20
Contingency (5% Project Cost)				\$25,036.81
Total Construction Cost Estimate				\$525,773.01
Engineering / Admin / Legal / Finance (18.0% Project Cost)				\$94,639.14
Total Project Cost				\$620,412.15

Total Project Cost (0.47 miles) \$620,412.15
Total Shared Project Cost (0.40 miles) \$527,350.33

RESOLUTION No. 2015- 14

**A RESOLUTION APPROVING CITY OF BLOOMINGTON AND CITY OF EDINA
COOPERATIVE AGREEMENT FOR THE MINNESOTA DRIVE STREET
MAINTENANCE PROJECT**

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington;

WHEREAS, the Minnesota Drive Street Maintenance Project will be part of the 2015 PMP Street Maintenance Project (City Project 2015-102); and

WHEREAS, the City Council of the City of Bloomington on the 8th day of September 2014 and the 2nd day of February 2015 acknowledged the streets for inclusion in the 2015 PMP Street Maintenance Project (City Project 2015-102); and

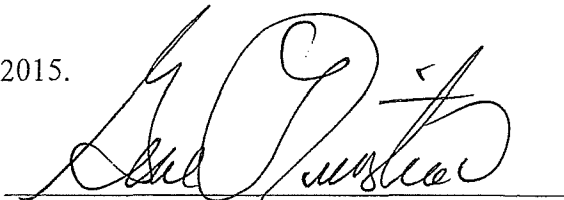
WHEREAS, a portion of Minnesota Drive is within the City limits of both the City of Bloomington and the City of Edina; and

WHEREAS, the City of Bloomington portion of the project is anticipated to be funded by a combination of state aid funds and various utility and road improvement funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON THAT;

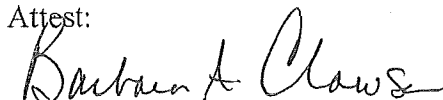
1. The City of Bloomington is authorized to enter into a Cooperative Agreement with the City of Edina for the Minnesota Drive Street Maintenance Project.

Passed and adopted this 2nd day of February 2015.



Mayor

Attest:



Secretary to the Council



Resolution Number 2015- 14

The attached resolution was adopted by the City Council of the
City of Bloomington on February 2, 2015.

The question was on the adoption of the resolution, and there were
7 YEAS and 0 NAYS as follows:

COUNCILMEMBERS:	YEA	NAY	OTHER
Gene Winstead	<u>✓</u>	<u> </u>	<u> </u>
Cynthia Bemis Abrams	<u>✓</u>	<u> </u>	<u> </u>
Jack Baloga	<u>✓</u>	<u> </u>	<u> </u>
Tim Busse	<u>✓</u>	<u> </u>	<u> </u>
Andrew Carlson	<u>✓</u>	<u> </u>	<u> </u>
Dwayne Lowman	<u>✓</u>	<u> </u>	<u> </u>
Jon Oleson	<u>✓</u>	<u> </u>	<u> </u>

RESOLUTION ADOPTED.

ATTEST:

Barbara A. Clawson

Secretary to the Council